



Letter to the Board

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"I am still determined to be cheerful and happy, in whatever situation I may be; for I have also learned from experience that the greater part of our happiness or misery depends upon our dispositions, and not our circumstances."

- - Martha Washington, first U. S. First Lady

Greetings from Wayne Central. Below are a few items of interest.

Board Letter: Because I was with the Town until later in the afternoon, I am sending this week's letter electronically. That way you'll get it a bit sooner

1. **Gullace Settlement:** I met with the attorneys from Harris Beach and the town today as well as Joe Molino and a couple Ontario Town Board members. I have listed below the questions I asked, their responses and my conclusions;

Questions Answered by the Town board Regarding the Gullace Property

Town members present: Supervisor Joe Molino, Councilman James Switzer, Councilwoman Lori Smith, Assessor Eileen Perkins, Attorney Pat Crippen

School members present: Superintendent Havens, Assistant Superintendent Atseff, Board Vice President Robusto

Harris Beach: John Refermat

Representation

1. Was Harris Beach aware they were representing the school district and that 2/3 of their bills were being paid for by the County and School?

John Refermat of Harris Beach stated he was aware they were representing the school, County and Town. He stated the groups met over the summer and the Town, county and school agreed to work together.

2. To what extent did Harris Beach believe they had an obligation to represent the interests of the school and County?

John Refermat (Harris Beach) stated he believed he represented all three interests fairly

3. Was the school named in any way as participating in the issue, either named as a party or any other consideration? If not why?

John Refermat (Harris Beach) indicated the school district was not a party and he believed we would not have standing.

4. Were the interests of the school districts ever communicated to the other party, to the courts to anyone involved in the negotiations?

John Refermat (Harris Beach) stated he understood the district's interest to negotiate but no. In response to follow-up he stated he never communicated any information to either the school district or the county. All information was communicated to town attorney Pat Crippen. He stated that Pat had agreed to be the single point of contact with the school and the town. When questioned, Pat Crippen (town attorney) stated that she doesn't represent the school district she represents the town. She has never communicated to the school or the county on any of these kinds of issues.

Town/School Relationship

5. Why did the town feel this negotiation over an assessment should not follow the same procedures as the Constellation property?

Pat Crippen et al stated the settlement offer came in on a Thursday. Monday they had a meeting to vote. The Constellation case had more time to meet and discuss. In response to whether there were any other discussions between the attorneys and the town from the initial meeting to this Monday meeting they responded there were a few discussions. They could not give a reason why none of those discussions had included the school district. They felt the information came so rapidly they had nothing to discuss. When asked if they even ever considered informing the district they reported that they did talk about it but one councilman stated the district had no standing in the issues so there was no need to.

6. Was the Town unhappy with the result of the negotiations with the Constellation property?

Supervisor Molino stated they were happy with the constellation negotiations, they went well, This time we never talked together.

The Agreement

7. Do you have a signed agreement regarding the Gullace property for the years to 2002?

John Refermat (Harris Beach) stated there is a signed letter putting off the trial. Later he stated there is a signed agreement by the attorneys which has been agreed upon by the Town, but this covers only 1998-2002.

8. Do you have a signed agreement regarding the Gullace property for the years 2002-2006?

John Refermat (Harris Beach) stated not now but he believes it will follow shortly

9. What are the facts of the deal. Can you convince us it is a good deal?

\$300,000 total settlement for those years with payment due March 1st. John Refermat (Harris Beach) proposes the split be based on tax rates for those years which means the district would owe \$177,927.65.

John Refermat (Harris Beach) stated the settlement is less than the average of the two appraisals and therefore it is a good settlement.

10. Has our town assessor viewed the entire Midland appraisal?

John Refermat (Harris Beach): yes

Eileen perkins (town assessor): no

11. What are her views regarding the appraisal?

Eileen's views and issues are almost identical to those brought up by Mr. Robusto in executive session

12. What method was used in completing the appraisal?

John Refermat (Harris Beach) stated it was an income based (see notes below)

13. Why was Midland appraisal used?

John Refermat (Harris Beach) has used them before. They have a good reputation. They have expertise in trailer parks and John likes working with him

Conclusions:

1. The responses above are a summary of answers that sometimes took 10 minutes and so while the substance is there, the detail and nuances are lacking.

2. I believe the Town regrets the way events unfolded. I don't believe the councilmen and supervisor were kept in the loop much better than the district. The Town agreed to pass a resolution stating it would not settle on the other years without agreement with the school and the County. That was a big step for them to take.

3. Frank and Eileen have concerns about the way our appraisal was computed. We should take Frank's advice and seriously consider getting an independent review of the report.

4. Like it or not the deal on the 1998-2002 is settled and though I told Refermat that, given the short notice, we could not make it happen, I believe we should pay the \$177,000+ settlement by March 1st to avoid interest charges.

5. John Refermat of Harris Beach is the most defensive attorney I have dealt with and although he basically placed all the blame on Pat Crippen, because this summer the parties agreed she, "was his single point of contact", I do not believe he is blameless. Greg attended that summer meeting and is certain there was no such agreement that Pat would be the point of contact. If Greg's recollection is accurate then John Refermat, in admitting he recognized he was representing the school district may not have fulfilled his duty to us. I doubt the issue is worth pursuing

6. John Refermat will be sending **all** future correspondence to myself as well as a representative from the County
7. I am sending my notes to our attorney, Wayne Vanderbyle, for his review. However I believe we made our point and we should put the issue behind us. The important issue now will be the 2003-2005 taxes.

2. **Grant Writer Position:** Kim Maira, our grant writer, has submitted her letter of resignation. She has given a few reasons for her departure including personal family issues which require a full time job, and her inability to be successful in obtaining grants. She had tremendous success in obtaining grants while working in the private non-profit sector. She has found it difficult to find grants we are eligible for. Our size and wealth work against us. I want to take some time to assess this position before I make a recommendation on whether or not to fill it.
3. **College Bound Rate:** As of Friday 87% of our seniors had applied to a college of their choice. Approximately 4% of our seniors have plans for the military. This is the highest college bound rate for February. Mrs. Armitage, who heads this initiative, believes we will meet our 90% goal. If true this would be a huge accomplishment for the district.
4. **Upcoming Events:**

4/29 – Four County Fiscal Training Workshop for Board Members – Details TBD

Athletics (Home Events Only)

2/10 – Girls JV & V Basketball vs. Pal-Mac – 6:00 & 7:30 p.m.

2/14 – Girls JV & V Basketball vs. Newark – 6:00 & 7:30 p.m.